

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
January 21, 2011**



REQUEST FOR PROPOSAL #11-0164

“INTERNET AUCTION SERVICES”

DUE: February 10, 2011

*Request For Proposal Prepared By
Martin W. Franciscus, CPPB
Senior Contract Officer
Purchasing Department
www.chesterfield.gov/purchasing*

1. **PURPOSE**

- 1.1 The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a requirements contract through competitive negotiations for providing Internet Auction Services to Chesterfield County (County)

2. **GENERAL TERMS AND CONDITIONS**

- 2.1 Submittals, in **four (4)** copies, marked "**Internet Auction Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **February 10, 2011**, in:

Chesterfield County Purchasing Department
9842 Lori Road, Suite 101 (Court Square)
Chesterfield, Virginia 23832-0001
Monday-Friday, 8:30 a.m. – 5:00 p.m.

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 2.3 Mark outside of envelope with **RFP #11-0164** and proposal subject, "**Internet Auction Services**".
- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 2.5 In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply

and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.

- 2.10 For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in

the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- 2.15 **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

- 2.16 **Cooperative Procurement (Use of this contract by other public bodies):** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- 2.17 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.18 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws.
- 2.19 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 2.20 Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.
- 2.21 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 2.22 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and

until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees= costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County=s audit shall be paid by Contractor.

2.23 Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

2.24 Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County is additional insured or that
Chesterfield County is additional insured with respects to General
Liability; and/or Umbrella Liability policies.**

B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or

policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.”

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.” OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

C. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

D. Certificate of Insurance must be signed.

2.25 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor’s employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.26 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

2.27 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

- 2.28 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.
- 2.29 Contractor Background Checks: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 2.30 Sensitive Information Handling: Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees.
- 2.31 Precedence of Terms and Conditions: Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 2.32 Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- 2.33 Illegal Aliens: In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.
- 2.34 Addenda: Any changes or supplemental instructions to this Request for Proposal shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each offeror is responsible for determining that all addenda issued have been received. All addenda so issued shall become part of the RFP and any resulting contract documents.

3. **BACKGROUND**

- 3.1 Chesterfield County sells a wide variety of surplus materials in varied quantities throughout the year. The County has historically sold surplus materials through sealed bid and/or public auction. The County recently conducted a pilot program to determine the effectiveness and efficiencies of internet based online auctions and desires to continue selling the majority of it's surplus materials through internet auctioning. Vehicles will not be included in the surplus materials to be sold by the County through internet auctioning; however, should the County elect to sell selected vehicles via an internet auction, the right is hereby reserved.

The County shall not provide any shipping of items with the sole exception of selected "Toughbook" laptop computers. The County may ship "Toughbook" computers to the buyers. Buyers of all surplus materials except the aforementioned selected "Toughbook" computers shall be required to pick up and remove the items within designated times and days of the week to be determined.

4. **TERM OF CONTRACT**

- 4.1 The initial term of this contract shall be from date of award for a period of 12 months.

5. **RENEWAL OF CONTRACT**

- 5.1 The resulting contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Internet Services and Electronic Information Providers, Series ID no. CUUR0000SEEE03 category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of Internet Services and Electronic Information Providers, Series ID no. CUUR0000SEEE03 category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

6. **SCOPE OF SERVICES**

- 6.1 Proposals submitted should reflect the Offerors ability to provide comprehensive internet auction services. Offerors should address and fully explain all characteristics of all the services available through their firm.
- 6.2 The Contractor should provide copies of all forms that the County would be required to endorse and a full description of each document.

- 6.3 Contractor shall provide a trained and experienced representative to train designated County staff in the use of their online system. The training should include the entire sale cycle from beginning to end and include all web site features and navigation, etc. The contractor's representative shall have a toll free telephone number and be available via email.
- 6.4 At a minimum, the Contractor should provide the following. The Contractor should:
- A. Provide a designated account representative that will travel to various County sites within seventy two (72) hours of receipt of a request and offer consultation as to the size breakdown of items to be sold, take all pictures, prepare adequate descriptions and post all items on the contractor's web site for sale.
 - B. Post all items on the web site with a ten (10) day sale time.
 - C. Notify all buyers of their awarded items.
 - D. Receive all monies from buyers, deduct the Contractor commission and remit the balance to the County once per month for all items sold during the month.
 - E. Notify the County of all sales at the time of the sale, to include, name/number of item, description, sale price, buyers name and address. This should be done electronically.
 - F. Prominently advertise all County items being sold so as to inform buyers that the County shall not provide any shipping with the possible exception of designated "Toughbook" laptop computers. All items bought except "Toughbook" laptop computers shall be picked up at the County warehouse or other designated location within the designated time and dates to be established by the County. The County shall only provide shipping services if, and only if, the buyer provides a valid UPS or FedEx account number and/or shipping label and agrees to pay for all shipping.
 - G. Provide administrative access to the Contractor's website to designated County staff in order for staff to monitor all sales and finalize all administrative matters.
 - H. Provide monthly payments for items sold and reports itemizing each item sold on behalf of the County during the month. The report shall include: item sold, lot #, buyer name and address, total sale price, total amount received from the buyer, total amount deducted as contractor's commission and net amount remitted to the County.
- 6.5 Other services available through the offeror. I.E. The use of alternate methods of payment such as PayPal

7. SPECIAL TERMS AND CONDITIONS

7.1 Proposal Submission Instructions

In order to facilitate the analysis of responses to this RFP offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal response so that it contains individual tabs/sections detailing proposed services as outlined in the Scope of Services.

- A. Offerors' responses should be prepared as simply as possible with straightforward, concise descriptions of the capabilities to satisfy the requirements of this RFP.
- B. Expensive bindings, color displays, promotional materials, demo CDs etc., are not needed.

Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.

7.2 Detailed Submittal Format

Offerors are required to use the following format when preparing their responses.

- A. Introduction letter, signed signature page and addenda acknowledgement, if applicable
- B. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Proposal Team including name, address, telephone number and e-mail address.
- C. A detailed description of the services to be provided which addresses each of the topics listed in Section 6., Scope of Services. Clearly state your firm's ability to meet or exceed the required services. This section should also include the average number of buyers that access the offerors site, the number of hits the Offerors website receives monthly, success rate in selling items posted to the site, success rate for buyers remitting payment and completing the sale, etc, how the contractor receives payment from buyers (visa, master card, paypal etc).
- D. Statement of Qualifications – The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs.
- E. Key Individuals – The offeror should provide a list of key individuals to be assigned to the contract, specify their role in administering the contract, and provide a current resume for each individual.
- F. Other services available from the offeror.
- G. Copy of any forms, documents, agreements etc, the Contractor desires to have the county endorse.
- H. Proposed Price in accordance with Pricing Schedule, Section 9. This should include any buyers premium that the offeror proposes to charge the buyer.

8. EVALUATION CRITERIA

- 8.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.
 - A. Special experience, technical capabilities, competence, and qualifications of the offeror to provide their services and the products in accordance with the Scope of Services.
 - B. Firm's demonstrated ability to meet the County's needs.
 - C. Qualifications and resume(s) of representative(s) to be assigned to Chesterfield County.
 - D. Cost of services.

9. PRICING SCHEDULE

9.1 This RFP requires the offeror to submit pricing in the form of a percentage of the sale price per item to be retained by the Contractor for all services provided to the County.

9.2 **Contractor shall retain _____% of the sale price per item as total compensation for all services provided.**

10. AWARD PROCEDURE

10.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

11. REFERENCES

11.1 All offerors shall include a list of a minimum of five references, from similar projects/contracts completed/held within the last five years, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet contract requirements. Include names and addresses, contact persons, phone numbers, and email addresses of all references.

11.2 References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12. INQUIRIES

12.1 Any questions which may arise as a result of this solicitation may be addressed to Martin W. Franciscus, Sr. Contract Officer, at (804) 748-1703, or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

13. CONTACT WITH STUDENTS

13.1 As required by Section 22.1-296.1 of the Code of Virginia, Bidders/Offerors who will provide services that will place contractor or contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #11-0164**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____